

1074

CONTRACT BETWEEN

CLIFTON PUBLIC SCHOOL CAFETERIA ASSOCIATION

AND

CLIFTON BOARD OF EDUCATION

EFFECTIVE DATES

1991 - 1992

1992 - 1993

AND

1993 - 1994

SCHOOL YEARS

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I. ARTICLE I: RECOGNITION

- A. The Board of Education hereby recognizes the Clifton Public School Cafeteria Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment. The unit shall include all Head Cooks, Assistant Head Cooks, Attendants, Bus Aides, Cafeteria Workers and Elementary Satellite Workers.
- B. Unless otherwise stated, the term employee shall mean all employees represented by the unit.

II. ARTICLE II: GRIEVANCE PROCEDURE

A. Definitions

- 1. Grievance: A "grievance" is a claim by an employee or the Association, based upon the interpretation, application or violation of this Agreement, administrative decisions and Board policies affecting an employee or a group of employees.
- 2. Aggrieved Person: An "aggrieved person" is the person or persons of the Association making the claim.
- 3. Party in Interest: A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against which action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One: Director of Food Services or Coordinator of Transportation

An employee with a grievance shall first discuss it with his/her Supervisor, either directly or through the Association designated representative, with the objective of resolving the matter informally.

3. Level Two: Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, the Association shall refer it to the Superintendent within ten (10) school days after disposition at Level One.

4. Level Three: School Board

If the aggrieved person is not satisfied with the decision at Level Two, or if no decision is received within ten (10) school days, he/she may submit the grievance to the Board of Education within (10) school days of disposition at Level Two. The Superintendent shall then forward the grievance to the Board of Education. The Board, or a committee thereof shall hold a hearing within ten (10) school days of its receipt of the grievance. The Board or committee of the Board, shall render a decision in writing within six (6) school days of the hearing.

D. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board, or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article within the strictures of the Open Public Meetings Act.

III. ARTICLE III: EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as the employee may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Whenever any employee is required to appear before any administrator or supervisor, the Board, or any committee thereof, concerning a matter which could reasonably be considered in advance to affect the continuation of that employee in his/her position, employment, salary or any increments pertaining thereto, then the employee shall be given, if feasible, prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise the employee and represent the employee during such meeting or interview.

IV. ARTICLE IV: ASSOCIATION RIGHTS

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, or meeting, the employee shall suffer no loss of pay.

- B. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings so long as the same do not interfere with nor interrupt normal school activities and subject to notification to the building principal at least three (3) days in advance; for emergency meetings, twelve (12) hours notice shall be sufficient.

V. ARTICLE V: WORK YEAR

A. Working Days

- 1. The work year for all Head Cooks shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is an eight (8) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 1488, the total annual number of hours involved.
- 2. The work year for all Assistant Head Cooks shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is a seven (7) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 1302, the total annual number of hours involved.
- 3. The work year for all Attendants shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six (6) paid holidays. The standard work day is a six (6) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 1116, the total annual number of hours involved.
- 4. The work year for all Bus Aides shall consist of one hundred eighty (180) days per year between the dates of September 1 through June 30 plus six paid holidays. The standard work day is a four (4) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 744, the total annual number of hours involved.

5. The work year for all Cafeteria Workers (listed under Article XI, Section F) shall consist of one hundred seventy-six (176) days per year between the dates of September 1 through June 30 plus six paid holidays. The standard work day is a four (4) hour work day and hourly rate shall be computed by taking the annual salary and dividing by 728, the total annual number of hours involved.
6. The work year for Elementary Satellite workers shall consist of one hundred seventy two (172) days per year between the dates of September 1 through June 30 with no paid holidays. The standard work week shall consist of twelve (12) hours, four (4) days per week at two (2) hours per day and one (1) day per week at four (4) hours per day. The hourly rate shall be computed by taking the annual salary and dividing by 412.8, the total annual number of hours involved.
7. Any work day beyond the number listed hereinabove shall be paid at the overtime rate.
8. The following days shall be considered paid holidays:

Thanksgiving Day
The day after Thanksgiving
Christmas Day
New Year's Day
Good Friday
Memorial Day

VI. ARTICLE VI: DAILY WORK HOURS

- A. Eight (8) hour and seven (7) hour per day employees shall receive a daily thirty (30) minute lunch period and two (2) daily fifteen (15) minute breaks, one (1) in the a.m. and one (1) in the p.m. This time shall be part of each employee's work day.
- B. Six (6) hour per day employees shall receive a daily twenty (20) minute lunch period and two (2) daily fifteen (15) minute breaks, one (1) in the a.m. and one (1) in the p.m. This time shall be part of each employee's work day.
- C. Four (4) hour per day employees shall receive a daily twenty (20) minute lunch period. This time shall be part of each employees work day.
- D. The schedules for all employees shall be posted in each school.

E. Bus Aides shall be guaranteed two (2) hours on a.m. and two (2) hours on p.m. run.

F. Overtime

1. Any work required beyond the regularly scheduled work day shall be compensated as follows:

a. Employees regularly scheduled workday of four hours or less, first additional hour at straight hourly rate, every hour thereafter at one and one half times the hourly rate.

b. Head Cooks, Assistant Head Cooks and Attendants, one and one half times the hourly rate.

2. Any work required on holidays shall be compensated at the rate of two (2) times the hourly rate.

3. Employees asked to work overtime shall be guaranteed at least one (1) hour's work.

4. Employees asked to return to work after their regular shift shall be guaranteed three hours at the rate of one and one half (1-1/2) times the regular rate.

5. For purposes of overtime calculation; holidays, sick days and personal days shall be considered days worked.

G. On half (1/2) school days which occur during the school year, eight (8), seven (7), and six (6) hour employees shall work four (4), three and one half (3-1/2) and three (3) hours respectively. Four (4) hour cafeteria workers shall not be required to work. However, up to two (2) inservice days per school year shall be selected by the Director of Food Services. On these two days eight (8), seven (7) and six (6) hour employees may be required to work/attend an inservice for no more than the length of their regular work day. Four hour (4) cafeteria workers, as part of their work year, shall be required to attend this inservice training for each of these two (2) inservice days. If half days are scheduled during the last week of the school year, all cafeteria employees shall work one half (1/2) their normal work day.

H. Any meetings of employees called by supervisors and/or directors shall be part of an employee's regular work day or shall be additionally compensated at the overtime rate.

- I. When a Head Cook, Assistant Head Cook or an Attendant is absent, they shall be replaced with only a regular employee, excluding Elementary Satellite Workers, with commensurate overtime (Section F of Article VI) paid to employees who work beyond their regularly scheduled work day.

VII. ARTICLE VII: EMPLOYMENT PROCEDURE

- A. Each employee shall be notified of their reappointment or non-reappointment for the following year by June 30 of the work year. Such notification shall include the job responsibility, school assignment and starting time. However, working hours may be subsequently modified as necessary.
- B. Each employee shall be paid according to the position which they fill at the salary negotiated and presented in the salary guide of this contract.
- C. All notices for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) work days before the closing date for applications. A copy of each such notice shall be sent to the Association President.

VIII. ARTICLE VIII: SENIORITY

- A. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if the employee resigns or is discharged for cause, irrespective of whether the employee is subsequently rehired by the school district.
- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of facility or its relocation, the employees shall be laid off in the inverse order of seniority.

IX. ARTICLE IX: LEAVES OF ABSENCE

- A. All employees shall be entitled to ten (10) cumulative sick days each school year on an employee's first day of employment in each school year. All employees shall be notified of sick days accumulated annually.

B. Personal Days

1. Employees shall be granted three (3) personal days per contract year. These personal days will be noncumulative; however, personal days not used will be converted to sick leave days at the end of the school year and added to the workers accumulated sick days.
2. One or more of the following categories are eligible reasons for taking personal days:
 - a. Death (except as indicated in "C" of this Article).
 - b. Illness (except personal illness as indicated in "A" of this Article).
 - c. Court Order
 - d. Religious Observances
 - e. Personal affairs of a non-recreational nature which cannot be carried out after work.
 - f. Whenever possible, permission to take a personal day must be secured in advance from the Director of Personnel. If not secured in advance, the request is to be confirmed in writing as soon as possible thereafter.

C. All employees shall be granted bereavement leave with pay according to the following schedule:

Four (4) days leave for death in the immediate family including: father, mother, sister, brother, husband, wife, child, grandmother, grandfather, grandchildren, father-in-law, mother-in-law. Bereavement leave days shall be consecutive.

D. Jury Duty shall be considered authorized absence with no reduction in pay.

E. Attendance Incentive

1. Any employee with perfect attendance for the full school year will be paid a sum equal to the pay for three regularly scheduled workdays calculated by dividing the contract base salary earned that year by the number of standard work days for the position employed for the majority of the year. An employee with only one absence will receive a sum equal to the pay for two work days calculated the same way. An employee with only two absences will receive a sum equal to the pay for one work day calculated the same way. Employees with three or more absences are not eligible. The following reasons for absence are exempt from being applicable to this paragraph:
 - a. Death in family as defined in Article IX, C
 - b. Court order
 - c. Jury Duty
2. Employees shall not be eligible for participation in any other attendance recognition program sponsored by the District.

X. ARTICLE X: RETIREMENT REIMBURSEMENT FOR SICK DAYS

Upon retirement, employees employed by the district as of June 30, 1991, shall be paid for forty percent (40%) of unused sick days; employees hired by the District after June 30, 1991, shall be paid for thirty-four percent (34%) of unused sick days. Such payment shall be based on the final annual salary of the individual requesting payment. In the event of death, the estate shall be granted the payment.

XI. ARTICLE XI: SALARIES

<u>POSITION</u>	<u>STEP</u>	<u>1991-92</u>		<u>1992-93</u>		<u>1993-94</u>	
		<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
A. High School Head Cook	1	9.84	14,642	10.31	15,341	10.80	16,070
	2	10.43	15,520	10.93	16,264	11.45	17,038
	3	10.97	16,323	11.49	17,097	12.04	17,916
	4	11.31	16,829	11.85	17,633	12.41	18,466
B. Other Head Cook	1	9.59	14,270	10.05	14,954	10.53	15,669
	2	10.14	15,088	10.62	15,803	11.12	16,547
	3	10.67	15,877	11.18	16,636	11.71	17,424
	4	11.00	16,368	11.52	17,142	12.07	17,960
C. Assistant Head Cook	1	9.24	12,030	9.68	12,603	10.14	13,202
	2	9.78	12,734	10.24	13,332	10.73	13,970
	3	10.26	13,359	10.75	13,997	11.26	14,661
	4	10.59	13,788	11.09	14,439	11.62	15,129
D. Attendants	1	9.24	10,312	9.68	10,803	10.14	11,316
	2	9.77	10,903	10.24	11,428	10.73	11,975
	3	10.26	11,450	10.75	11,997	11.26	12,566
	4	10.59	11,818	11.09	12,376	11.62	12,968
E. Bus Aides	1	8.12	6,041	8.51	6,331	8.91	6,629
	2	8.57	6,376	8.98	6,681	9.41	7,001
	3	9.01	6,703	9.44	7,023	9.89	7,358
	4	9.28	6,904	9.72	7,232	10.18	7,574
F. Cafeteria Workers	1	8.12	5,911	8.51	6,195	8.91	6,486
	2	8.57	6,239	8.98	6,537	9.41	6,850
	3	9.01	6,559	9.44	6,872	9.89	7,200
	4	9.28	6,756	9.72	7,076	10.18	7,411
G. Elementary Satellite Workers	1	8.12	3,352	8.51	3,513	8.91	3,678
	2	8.57	3,538	8.98	3,707	9.41	3,884
	3	9.01	3,719	9.44	3,897	9.89	4,083
	4	9.28	3,831	9.72	4,012	10.18	4,202

H. Payment shall be made in twenty equal paychecks each year.

I. Food service employees will be given two hundred dollars (\$200) per school year for uniform allowance. Such payment for the year shall be made positively no later than June 15. Uniform allowance shall be prorated based upon ten (10) months.

Bus Aides shall be given two hundred dollars (\$200) during the first year, one hundred fifty dollars (\$150) during the second year, and one hundred fifty dollars (\$150) during the third year of this Agreement for uniform allowance. Such payment for the year shall be made positively no later than June 15. Uniform allowance shall be prorated based upon ten (10) months.

J. Longevity

1. Employees shall receive a longevity payment as follows:
 - a. 2% of base salary after five (5) years
 - b. 3% of base salary after ten (10) years
 - c. 4% of base salary after fifteen (15) years
 - d. 5% of base salary after twenty (20) years
 - e. 6% of base salary after twenty-five (25) years
2. If an employee reaches his/her anniversary date during the work year, longevity payments shall be prorated.
3. All longevity payments shall be paid as part of the annual salary and shall be paid in accordance with Section H of this article.

XII. ARTICLE XII: INSURANCE PROTECTION

- A. The Board agrees to pay full premium for each employee and his/her family covered by this Agreement for coverage in place at the time of service in hospitalization, medical expense, major medical, prescription, and dental plans as negotiated by the Clifton Teachers Association.
- B. The Board shall make every reasonable effort to continue to provide a group rate medical plan available to retirees.

XIII. ARTICLE XIII: PROMOTIONS

- A. Promotion to any position shall be made, where possible, on a seniority basis as provided below. Consideration will be given to ability, attendance, and aptitude, but where these appear equal, the promotion shall go to the person with the greatest length of service. Promotion will be made where all else is equal from the present work force. A minimum of one (1) year service in this district shall be required for consideration to promotion to higher paid positions.
- B. Any person promoted to a higher paid position shall be placed on the same step of the appropriate salary guide.

- C. Promotion to a salaried position and appointment to the part time force shall be made by the Board of Education upon the recommendation of the Superintendent of Schools
- D. Substitute workers serve the primary purpose of filling in for absentees. Where possible, promotion to the part time staff should be made from the substitute category. Substitutes shall not be used as long term trainees.

XIV. ARTICLE XIV: PROTECTION OF EMPLOYEES

- A. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties.
- B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- C. The Board shall reimburse an employee for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained on the job.

XV. ARTICLE XV: DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

- 1. The Board agrees to deduct from the salaries of its employees dues for the local association, the New Jersey Education Association, the Passaic County Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52: 14-15.9E) and under rules established by the State Department of Education. Said monies together with current records of any collections shall be transmitted to the local association by the 15th of each month following the monthly pay period in which deductions were made.
- 2. Each of the Associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

XVI. ARTICLE XVI: REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of the fee will be to effect the employee's per capita cost of services rendered by the Association as majority representatives.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Association will inform the Board in writing of the amount of regular dues, initiation fees, and the amount of assessments charged by the Association to its members. From the total amount will be subtracted the cost of benefits financed through dues, fees, and assessments and available to or benefitting only Association members. In no event shall such amount exceed 85% of the regular membership dues, fees and assessments.

Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representatives, under proceedings established and maintained in accordance with N.J.S.A. 34:13A-5.4 of this act, a return of and part of that fee paid by him/her which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

XVII. ARTICLE XVII: SUCCESSOR NEGOTIATIONS

A. Contract Changes

1. The Board shall not affect any change concerning terms and conditions of employment during the term of this contract unless they are first negotiated with the Association.
2. Negotiations for a successor contract shall begin in accordance with PERC rules prior to the expiration of this contract.
3. Either party may, if so desired, utilize the services of outside consultants.

4. Whenever members of the Association are mutually scheduled by the parties to participate during work hours in any conferences, hearings, meetings or in negotiations, they shall suffer no loss in pay.
5. The Board agrees not to negotiate concerning Association employees with any unit other than the Association.

XVIII. ARTICLE XVIII: MISCELLANEOUS PROVISIONS

- A. Non-Discrimination: The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. Board Policy: This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Separability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement are to be printed at the expense of the Board.
- E. The Board agrees to allow up to twelve (12) employees to attend one (1) workshop per school year with prior approval of the Food Service Director and Superintendent of Schools. The Board shall pay all fees in connection with the workshop. The workshop must be scheduled during non-working hours.
- F. The term of this Agreement shall be for three (3) years commencing on July 1, 1991 and terminating on June 30, 1994.

CLIFTON BOARD OF EDUCATION

CLIFTON PUBLIC SCHOOL
CAFETERIA ASSOCIATION

Stephen C. Kolasowsky 9/25/91
President
Board of Education

Nancy Ahern 9-27-91
Association President

Joseph M. Cappello 9/25/91
Secretary/Business Admin.
Clifton Board of Education

Evelyn Olszewski 9-27-91
Association Secretary

Approved by the Clifton Board of Education

Date: 9/25/91 Resolution: #9/11/91-46 (Board Action: 9/25/91)

BOARD OF EDUCATION
CLIFTON, NEW JERSEY 07013BOARD ACTION:
September 25, 1991

RESOLUTION #9/11/91 - 46

CONTRACT BETWEEN

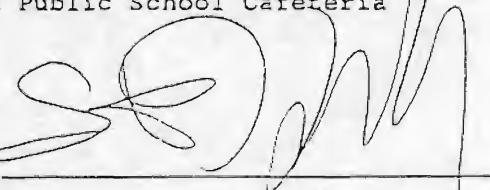
CLIFTON PUBLIC SCHOOL CAFETERIA ASSOCIATION
AND
CLIFTON BOARD OF EDUCATION

WHEREAS, the Clifton Board of Education and the Clifton Public School Cafeteria Association have negotiated a contract for the 1991-92, 1992-93 and 1993-94 School Years; and

WHEREAS, the negotiators representing the Clifton Board of Education and the Clifton Public School Cafeteria Association have agreed to the terms herein presented; and

WHEREAS, the Clifton Public School Cafeteria Association has ratified this contract;

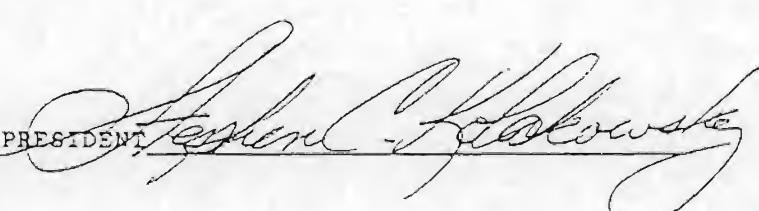
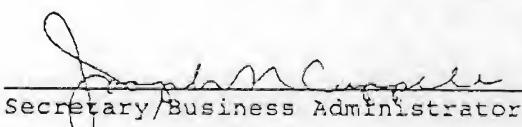
THEREFORE, BE IT RESOLVED, that the Clifton Board of Education approves the contract for the 1991-92, 1992-93 and 1993-94 School Years between the Clifton Board of Education and the Clifton Public School Cafeteria Association.

Introduced by Second 

DATE: September 25, 1991

VOTE: YES: Hakim, Batala, Jacobus, Kolakowsky, Kurnath, Marchionni, Pecci and Tatarenko.
NO: Collesano.

ATTEST:



John Cusack
Secretary/Business Administrator
PRESIDENT
Stephen Kolakowsky